

This Agreement is a legal agreement between you and BERKLEY SPECIALTIES, the provider of this Web site's proprietary services ("Services"). By using the Services, you are agreeing to the terms and conditions included in this Agreement (the "Terms of Service").

1. This agreement covers your use on this site only.

Your use of services on other sites will be covered by separate agreements. Our Services are available only to individuals who can form legally binding contracts under applicable law, and therefore, exclude minors.

2. Use of the Services.

You may use the Services for personal and business purposes. However, you may not sell, lease or resell the services to or on behalf of any other party. In addition, you may not use, or permit to be used, Services in violation of any applicable law, regulation or policy, or in violation of any third parties' rights.

3. Terms and Conditions of Use.

- (a) Agreement to Terms. By using the information, services and products available through BERKLEY SPECIALTIES, you are agreeing to the terms and conditions contained herein.
- (b) Modification. BERKLEY SPECIALTIES reserves the right to modify the Terms of Service at any time, and such modifications shall be effective immediately upon the earlier of posting of the modified Terms of Service or by e-mail notification to you.
- (c) You agree to review these Terms of Service periodically to be aware of such modifications, and your continued access or use of this Web site shall be deemed your acceptance of the modified Terms of Service.
- (d) You agree that these standards for notice of changes are reasonable.
- (e) You acknowledge and agree that BERKLEY SPECIALTIES or its affiliates may deny you access to or use of all or part of this Web site without prior notice if you engage in any conduct or activities that BERKLEY SPECIALTIES in its sole discretion believes violates any of these Terms of Service, violates the rights of BERKLEY SPECIALTIES, or is otherwise inappropriate for continued access and use of this Web site.

4. Your Information.

- (a) By giving us your e-mail address, you are certifying in this Agreement that you have the right to use your e-mail address.
- (b) By providing information to us via this Web site (such a, feedback, data, comments, questions, suggestions, plans or ideas), you agree that such information shall be non-confidential and that BERKLEY SPECIALTIES shall have unlimited rights to (or not to): use, distribute, reproduce, and disclose such information as BERKLEY SPECIALTIES deems appropriate, without compensation or acknowledgement of its source. BERKLEY SPECIALTIES shall be free to use any ideas, concepts, know-how or techniques contained in information you provide BERKLEY SPECIALTIES through BERKLEY SPECIALTIES Web site.
- (c) In exchange for use of this Web site, you agree that any information you submit to us will be current and complete and will not violate the rights of any third parties, and you agree to defend, indemnify, and hold harmless BERKLEY SPECIALTIES, its affiliates and content suppliers, and their successors against any claims by third-parties alleging facts in breach of these representations.

(d) While BERKLEY SPECIALTIES will not knowingly divulge your e-mail address or any other personal information to outside parties, you agree that BERKLEY SPECIALTIES will not be liable for acquisition or use of your information by any third party without BERKLEY SPECIALTIES knowledge or consent. In turn, you agree that BERKLEY SPECIALTIES will not be liable for the acquisition or use of personal information about you that is not under our control.

(e) BERKLEY SPECIALTIES is against unsolicited e-mail (SPAM) as a matter of policy. Therefore, we will NOT send you any advertisement-only messages as part of the Services. However, in order to support this FREE service, you will receive advertisements within the e-mail notifications you receive.

5. Ownership.

(a) BERKLEY SPECIALTIES has and shall retain all right, title and interest in and to any software or technology used in providing the Services, and all intellectual property rights therein.

(b) All content included on this Web site, including text, graphics, logos, buttons, icons, and images, is the property of BERKLEY SPECIALTIES or its affiliates, content suppliers, or other licensors, with ownership as indicated by specific copyright and trademark notices and/or context, and is protected by U.S. and international copyright and trademark laws.

6. Consumer Information.

The consumer information contained here is intended, in part, to alert the reader to pertinent issues regarding this site. The information contained herein is not intended as a substitute for professional consultation. If professional assistance is required, the services of a competent professional person should be sought.

7. Pricing and Availability.

Any pricing information listed on this Web site is subject to change without notice. Certain items herein may be discontinued or may be unavailable in some areas.

8. Disclaimers.

(a) The availability of the Services depends on many factors, including your connection to the Internet, the availability of the BERKLEY SPECIALTIES website or services, and equipment that is not, by its nature, fault tolerant.

(b) THE SERVICES ARE PROVIDED "AS IS". NO WARRANTIES ARE PROVIDED, WHETHER WRITTEN OR ORAL, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES, THE AVAILABILITY OR USE OF THE SERVICES, PERFORMANCE OF THE SITE, RESULTS OBTAINED OR OPERATION WITHOUT INTERRUPTION, ANY INFORMATION OR PRODUCTS OBTAINED OR DERIVED THROUGH USE OF THE SERVICES, THE TRANSMISSION, STORAGE OR USE OF YOUR INFORMATION, OR ANY PRODUCTS OR SERVICES USED IN CONJUNCTION WITH THE SERVICES.

(c) BERKLEY SPECIALTIES AND ITS SUPPLIERS SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES, AVAILABILITY AND USE OF THE SERVICES, ANY INFORMATION OR PRODUCTS OBTAINED OR DERIVED THROUGH USE OF THE SERVICES, FREEDOM FROM COMPUTER VIRUS, AND ANY TRANSMISSION OR USE OF YOUR INFORMATION.

(d) BERKLEY SPECIALTIES and its affiliates and content suppliers reserve the right to alter or delete the products, services and information available from this Web site at any time.

(e) The information contained in this World Wide Web site is provided for informational purposes only. While BERKLEY SPECIALTIES has tried to provide accurate and timely

information, there may be inadvertent inaccuracies and typographical errors. We reserve the right to make changes and corrections at any time, without notice.

(f) BERKLEY SPECIALTIES does not warrant the accuracy, completeness or usefulness of the information, text, links or other items contained on this Web site and BERKLEY SPECIALTIES expressly disclaims liability for errors or omissions in these materials.

(g) BERKLEY SPECIALTIES makes no commitment to update the information contained on this Web site.

(h) Third party Web sites listed as hypertext links herein are not under the control of BERKLEY SPECIALTIES. Accordingly, BERKLEY SPECIALTIES can make no representation concerning the content of these Web sites nor can the fact that BERKLEY SPECIALTIES has included this link serve as an endorsement by BERKLEY SPECIALTIES of any of these Web sites.

(i) Nothing contained in this Web site constitutes investment advice.

(j) All sales of products listed herein are subject to our usual terms and conditions of sale.

9. Trademarks.

All trademarks, company names, and product names are the property of their respective owners.

10. Copyright.

The content of this Web site, including but not limited to, the text and images herein and their arrangement are copyright ©2024 BERKLEY SPECIALTIES and Miller Davis, Inc. All Rights Reserved. Certain images herein are owned by and have been provided by our members and are used by written permission only.

11. Limitation of liability.

IN NO EVENT WILL Miller Davis, Inc., ITS SUPPLIERS, LICENSEES OR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES THAT RESULT OR ARISE OUT THE SERVICES, THE AVAILABILITY OR USE OF THE SERVICES, ANY INFORMATION OR PRODUCTS OBTAINED OR DERIVED THROUGH USE OF THE SERVICES, ANY OTHER PRODUCTS OR SERVICES USED IN CONJUNCTION WITH THE SERVICES, OR ANY TRANSMISSION OR USE OF YOUR INFORMATION. IN NO EVENT SHALL BERKLEY SPECIALTIES, ITS SUPPLIERS' OR ITS LICENSEES' AGGREGATE LIABILITY TO CUSTOMER OR ANY PARTY ARISING OUT OF THIS AGREEMENT EXCEED ONE HUNDRED DOLLARS (\$100).

12. Indemnification.

(a) You agree to indemnify, defend and hold harmless BERKLEY SPECIALTIES, its affiliates, officers, directors, employees, consultants, agents and suppliers from and against any and all claims, liability, damages and/or costs (including but not limited to reasonable attorneys' fees) arising from your use of this Web site and the Services provided under this Agreement, the violation of these terms and conditions by you, or the infringement by you, or other users of BERKLEY SPECIALTIES website through the use of your computer or your infringement of any intellectual property or other right of any person or entity.

(b) BERKLEY SPECIALTIES reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

13. Termination of Service.

(a) Either you or BERKLEY SPECIALTIES may terminate this Agreement and the Services at any time and for any reason, but until that time it remains in full force and effect.

(b) These terms are effective until terminated by either party. You may terminate these terms at any time by destroying all materials obtained from any and all BERKLEY SPECIALTIES site(s) and all related documentation and all copies and installations thereof, whether made under the terms of these terms or otherwise.

(c) These terms will terminate immediately without notice from BERKLEY SPECIALTIES if, in BERKLEY SPECIALTIES sole discretion, you fail to comply with any term or provision of this Agreement.

(d) Upon termination, you must destroy all materials obtained from the site and any and all other BERKLEY SPECIALTIES site(s) and all copies thereof, whether made under the terms of these terms or otherwise.

(e) The terms of this Section and Sections 4, 5, 8, 11 and 12 will survive any termination of this Agreement.

14. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement between you and BERKLEY SPECIALTIES with respect to the Services and supersedes all other agreements, contemporaneous and prior, between you and BERKLEY SPECIALTIES with respect to the Services.

(b) Nonwaiver. BERKLEY SPECIALTIES failure to enforce any provision of this Agreement will not be construed as a waiver of any provision or right.

(c) Amendment. BERKLEY SPECIALTIES can revise these Terms and Conditions by updating this posting. No amendment or modification hereof will be valid or binding upon either party unless assented to by BERKLEY SPECIALTIES

(d) Severability. In the event that a portion of this Agreement is held unenforceable, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions will remain in full force and effect.

(e) No Estoppel. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder shall not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right.

(f) Act of God. BERKLEY SPECIALTIES will not be liable in any amount for failure to perform any obligation under this Agreement if such failure is caused by the occurrence of any unforeseen contingency beyond the reasonable control of such party including without limitation Internet outages, communications outages, fire, flood, war or act of God.

(g) No Obligation to Monitor. BERKLEY SPECIALTIES does not have any obligation to monitor use of the Services, but BERKLEY SPECIALTIES may do so and may also disclose information regarding your use of the Services to satisfy laws, regulations or other government requests.

(h) North Carolina Agreement. As you are accessing the information on the BERKLEY SPECIALTIES Web site on a server in Salisbury, North Carolina, the information contained on the BERKLEY SPECIALTIES Web site shall be deemed provided in North Carolina and shall be deemed subject to North Carolina law. These Terms and Conditions will be governed and interpreted pursuant to the laws of North Carolina, notwithstanding any principles of conflicts of law.

15. Contacting Us.

You can contact us by calling: 704-431-5530

THANK YOU FOR VISITING AND USING OUR WEB SITE. WE APPRECIATE YOU AS A CUSTOMER

For questions or comments, please contact: andy@berkleyspecialties.com.